fendant insurance company liable upon a policy of insurance in case of the death of the insured by suicide in less than a year from the time of the issuance of the policy, although an artificial period of more than one year is produced because of the dating back of the policy of the insured? Is the defendant company liable where it appears that such act of suicide was premeditated? The court holds that as the defendant company consented to the dating back of the policy, it made it of the date it bore, rather than the actual date, and that therefore the suicide occurred after the expiration of one year from the date of the policy. As to the contention that the premeditated act of suicide was fraudulent, the court holds that there is no merit in this contention, since the liability of the company is not fixed by the time the intent to commit suicide becomes fixed and permanent in the mind, but is determined by the fact of suicide, and that the morality of the act was not involved, since Rich, by his self-destruction, put himself beyond the realm of human law and at the mercy of a different court.

Survivorship in Common Catastrophe.—A question of fact for the courts as difficult as the old conundrum. If a swiftly moving irresistible body meets with a stationary immovable sphere, what happens? may be briefly stated thusly: Where several persons of kin perish in a common calamity, apparently simultaneously, did they all die at the same moment, or did any one survive longer than the rest, and, if the latter, which one? The reason for an answer is often of the utmost importance in questions of descent of property, and therefore have the courts been called upon to answer this most intricate question. It has arisen in various ways, such as murder, shipwreck, fire, disappearance of persons, and the like. The recent case of In re Loucks' Estate, 117 Pacific Reporter, 673, presents this issue, and the question is a close one. Loucks, his wife, and their infant daughter were killed in a collision between a train and the automobile in which they were riding. Mrs. Loucks died instantaneously. The controversy then is upon the question whether or not Loucks survived his daughter. The evidence showed that after striking the automobile the train proceeded but a short distance, and than backed to the scene of the accident. The baby, who showed sign of life, was picked up and placed in a carriage, and taken to a nearby town in lieu of waiting for the train. Loucks, who was also alive, was placed on the train and taken to the same town. The train and the buggy reached their destination about the same time, and it was then learned that both father and child had expired. Which survived the other, is the all-important question. The last sign of life in Loucks was testified to by the baggageman, who noticed a muscular relaxation just before the body was placed on the train. No one saw any movement or indication of life thereafter. The man who brought the

baby to town testified that she was alive when he started, and that she was breathing when he arrived at a point one block from his destination. On this evidence, the Supreme Court of California holds that since both train and buggy reached the town together Loucks expired first, because he last showed signs of life before the train started for the town, while the child was alive after the buggy was in the town.

Boy Uses Axe on Explosives.—In Bennett *v.* Odell Manufacturing Company, 80 Atlantic Reporter, 642, defendants are sued for personal injuries to a boy. Defendants maintained a storehouse wherein they kept supplies for their business, including dynamite and copper caps. Ralph Bennett, a boy about nine years old, happened along one day, and upon seeing the door to the storehouse open and no one inside, entered, and picked up and carried away some of the copper exploders which he saw lying about. He took the caps home and did the most natural thing that a boy would be expected to do, namely, placed one of the caps on a block, got an axe and struck it. That strike came near being the end of Ralph, for he was injured and now seeks damages. The Supreme Court of New Hampshire holds that the unlawful storing of the explosives was not a proximate cause of the injury.

Right of Relatives to Counsel Married Couples.—A parent, brother, or sister has the right to counsel a married son, daughter, brother, or sister in good faith, within reasonable limits, when not maliciously done and when done for the apparent best interest of the party advised, without the person so advising being liable to an action for injury caused one party to the marriage, resulting from the advice so given. This privilege, by reason of relationship, arises on the presumption that the party so advising, because of natural love and affection of near-blood relatives toward one another, would act only for the best interests and with proper motives toward the person advised. The Supreme Court of North Dakota in Luick *v.* Arends, 132 Northwestern Reporter, 353, holds that whether the privilege thus accorded near blood relatives in such matters extends to a brother-in-law of the wife advised, in this case, is a question of fact for the jury to determine under all the circumstances, under proper instructions from the court.

Insurance—Ship—Damage to Hull—Latent Defect Existing Prior to Insurance—Costs of Replacing Stern Frame Owing to Latent Defect.—Hutchins *v.* Royal Exchange Assurance Corporation (1911) 2 K. B. 398 was an action on a policy of marine insurance which contained what is known as the Inchmaree clause, providing that the policy should cover loss or damage to the hull through any latent